

1 BILL NO. S-83-06-39

2 SPECIAL ORDINANCE NO. S-133-83

3 AN ORDINANCE approving a Water Contract
4 by the City of Fort Wayne by and through
5 its Board of Public Works and Neumann
6 Company Contractors, Inc., Water Contract
7 83-01, Maplecrest-St. Joe Center Water
8 Tower.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

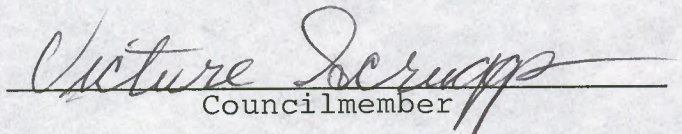
11 SECTION 1. The annexed Contract, made a part hereof, by
12 the City of Fort Wayne by and through its Board of Public Works
13 and Neumann Company Contractors, Inc., for Water Contract 83-01,
14 Maplecrest-St. Joe Center Water Tower, is hereby ratified and
15 affirmed and approved in all respects. The work under said Con-
16 tract requires:

17 furnishing of labor, material, equipment, etc.,
18 necessary to repair and repaint the 500,000
19 gallon water tower with longer-life exterior
20 system;

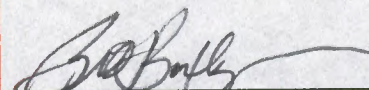
21 the Contract price is Fifty-Seven Thousand Five Hundred and No/100
22 Dollars (\$57,500.00).

23 SECTION 2. Two (2) copies of the Contract attached
24 hereto are on file with the City Clerk, and are available for
25 public inspection.

26 SECTION 3. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29 
Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-28-83 Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>/</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>/</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>/</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>/</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>/</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>/</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>/</u>	_____	_____	_____	_____
<u>STIER</u>	<u>/</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>/</u>	_____	_____	_____	_____

DATE: 7-12-83 Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. S-133-83 on the 12th day of July, 1983.

ATTEST: (SEAL) Sandra E. Kennedy Ray A. Ebert
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of July, 1983, at the hour of 10:00 o'clock 7 M., E.S.T. Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 14th day of July, 1983, at the hour of 1 o'clock 9 M., E.S.T. Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-71-14
6/15/83

CONTRACT NO. 83-01

BOARD ORDER NO. 24-83

WORK ORDER NO. 63613

THIS CONTRACT made and entered into in triplicate this 15th day of June, 1983, by and between NEUMANN COMPANY CONTRACTORS, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to repair and repaint the Maplecrest-St. Joe Center, 500,000 gal. water tower with longer-life exterior system

all according to the detailed specifications and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of Fifty-seven Thousand Five Hundred Dollars and no cents (\$57,500.00). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

WEBIDD
JOB F

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 83-01.
- b. Instructions to Bidders for Contract No. 83-01.
- c. Contractor's Proposal Dated April 25, 1983.
- d. Detailed Technical Specifications for Contract No. 83-01 and drawings D-1; D-2 and D-3.
- e. Workman's Compensation Act (I.C. 22-3-2-1).
- f. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- g. Prevailing Wage Scale.
- h. Performance and Guaranty Bond.
- i. Minority/Female Employment Requirements Option

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NEUMANN COMPANY CONTRACTORS, INC.

BY: Walter Neumann, Jr.
Walter Neumann, Jr., President

BY: Arthur R. Pudwell
Arthur R. Pudwell, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

Special Ordinance No. _____.

GREAT AMERICAN INSURANCE COMPANY

OHIO

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document No. A311 (February, 1970 Edition)
 THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
 OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

NEUMANN COMPANY CONTRACTORS, INC., 8223 S. HARLEM AVENUE, BRIDGEVIEW, ILLINOIS 60455

as Principal, hereinafter called Principal, and, (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

580 Walnut Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

THE CITY OF FORT WAYNE, INDIANA

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100

(here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 57,500.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated JUNE 6 19 83, entered into a contract with Owner for

MAPLECREST-ST JOE CENTER WATER TOWER REPAINTING

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant: a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or

furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 6TH

day of

JUNE

19 83

Diane Miller
 (Witness)

BY

WILLIAM A. ERLICH, RESIDENT AGENT

Diane Miller
 (Witness)

NEUMANN COMPANY CONTRACTORS, INC.

(Principal)

(Seal)

BY: *Walter Neumann*

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

BY: *John R. Daniel*

(Title)



GREAT AMERICAN INSURANCE COMPANY

OHIO

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A311 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

NEUMANN COMPANY CONTRACTORS, INC.

8223 SOUTH HARLEM AVENUE, BRIDGEVIEW, ILLINOIS 60455

as Principal, hereinafter called Contractor, and, (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

580 Walnut Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

THE CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, in the amount of

FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100

Dollars (\$) 57,000.00).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated JUNE 6 19 83, entered into a contract with Owner for REPAINTING MAPLECREST-ST. JOE CENTER WATER TOWER in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for Signed and sealed this

6TH

day of

JUNE

19

83

NEUMANN COMPANY CONTRACTORS, INC.

(Principal)

(Seal)

BY:

(Title)

BY

WILLIAM A. ERLICH, RESIDENT AGENT

(Witness)

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

BY:

(Title)

JOHN FARRELL, ATTORNEY-IN-FACT & AGENT

BILL NO. S-83-06-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a Water Contract by the City of Fort Wayne
by and through its Board of Public Works and Neumann Company
Contractors, Inc., Water Contract 83-01, Maplecrest-St.
Joe Center Water Tower

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victore Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

D Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

Concurred in 7/12/83 Sandra E. Kennedy

TITLE OF ORDINANCE Water Contract 83-01, Maplecrest-St. Joe Center Water TowerDEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE Water Contract 83-01, Maplecrest-St. Joe Center Water Tower

involves furnishing of labor, material, equipment, etc., necessary to repair and
repaint the 500,000 gal. water tower with longer-life exterior system. Neumann Company.
Contractors, Inc. was awarded this contract.

EFFECT OF PASSAGE Improvement of water tower.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$57,500.00

ASSIGNED TO COMMITTEE _____